

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (this "**Agreement**"), effective as of the 1st day of August 2018 (the "**Effective Date**"), is made between the CITY OF LAKEWOOD, OHIO, a (the "**Client**"), and MCCAULLEY & COMPANY LLC, an Ohio limited liability company ("**Company**").

In consideration of the mutual promises set forth in this Agreement, the Client and Company hereby agree as follows:

1. *Retention; Performance of Services*

1.1 The Client hereby retains Company commencing as of the Effective Date and ending July 31, 2019, unless terminated in accordance with Section 9 of this Agreement (such period, the "**Initial Term**"). At the end of the Initial Term, the term of this Agreement shall automatically renew for continuous successive one-month terms (each successive one-month renewal term, a "**Renewal Term**"), unless either party provides the other party with written notice of its intention not to renew the Agreement no later than thirty (30) days prior to the expiration of the Initial Term or no later than ten (10) days prior to expiration of the then-current Renewal Term.

1.2 Company shall provide to the Client those services described on Exhibit A attached hereto (the "**Services**"). Subject to Sections 1.3 and 3, the Services shall be provided in accordance with the timetable agreed upon by the Client and Company.

1.3 The Client agrees that Company's performance of the Services is dependent on the Client's timely and effective cooperation with Company. Accordingly, the Client acknowledges that any delay by the Client may result in Company being released by Client from any obligation or scheduled deadline under this Agreement. Company shall not be responsible for delays or failures in performing or completing the Services if such delay or failure arises out of causes beyond its control. Such causes may include, but are not limited to, acts of God, fires, floods, epidemics, riots, insurrections, quarantine restrictions, restraint of government or people, shortages of labor, materials or supplies, earthquakes, electrical outages, computer or communication system failures, severe weather and acts or omissions of subcontractors and third parties.

2. *Compensation*

2.1 Company will be paid the monthly fee for its Services in the amount of \$5,000.00 (the "**Base Fee**"). Invoices will be payable on the first day of each month. The Client will be invoiced on or about the 20th day of each month for the Base Fee for the Services to be provided during the following month.

2.2 The Base Fee shall be subject to adjustment to reflect any Change Orders (as defined below) to the Services.

2.3 The Client shall reimburse Company for expenses incurred in providing the Services, including, but not limited to, expenses relating to postage and express mail service,

copying, printing or other duplication, production of submission forms and documents, and reasonable expenses for any travel outside of Cuyahoga County, Ohio (in which case mileage will be reimbursed at the then current IRS rate). Such expenses will be detailed as incurred on invoices submitted by Company and payable upon the same terms as the Base Fee.

2.4 Any payment owed to Company under this Agreement pursuant to an invoice delivered to the Client by Company that is not paid when due, shall accrue interest thereon from the original due date of such obligations until it is paid in full at a rate equal to 1.5 percent (1.50%) compounded monthly.

3. *Changes to Services*

The Client may, with the approval of Company, issue written directions (a "**Change Order**"), which may change the manner or timetable of performance of the Services or include additional work which was not originally included in the scope of the Services. No Change Order shall be effective to modify the terms of this Agreement unless signed by the Client and approved in writing by Company, which approval may be conditioned upon adjustment to the Base Fee or the timetable of production of the Services. All Change Orders approved by Company shall be applied on a prospective basis and shall have no retrospective effect.

4. *Standard of Care*

Company shall perform the Services in accordance with generally accepted industry standards, using personnel possessing competency consistent with such standards. No other representation, express or implied, and no warranty or guarantee is included in or implied by this Agreement or any report, opinion, deliverable, work product or document delivered in connection with the Services. Subject to the standards set forth herein, Company may hire or retain subcontractors to assist with providing the Services to Client.

5. *Ownership of Work Product, Scope of Use*

All work product delivered by Company to the Client pursuant to the terms of this Agreement shall be the sole property of the Client, and shall not be used, reproduced or displayed by Company without the prior written consent of the Client. Nothing in this Agreement, however, shall prohibit or limit Company's ownership and use of ideas, concepts, know-how, methods, models, technical data, techniques, computer programs, skill knowledge and experience that were used, developed or gained in connection with this Agreement or the provision of the Services.

6. *Limitation of Liability*

6.1 Company's liability for any losses, injury or damages to persons or properties or work performed arising out of or in connection with this Agreement and for any other claim, shall be limited to the Base Fee received by Company from the Client for the particular Service provided giving rise to the claim. Notwithstanding anything to the contrary in this Agreement, Company shall not be liable for any special, indirect, consequential (including economic losses, such as profits or loss of use), and punitive damages.

6.2 The Client's exclusive remedy for any claim arising out of or relating to this Agreement will be for Company, upon receipt of written notice, to (i) use commercially reasonable efforts to cure, at its expense, the matter that gave rise to the claim for which Company is at fault, or (ii) return to the Client the Base Fee received by Company for the particular Service provided that gives rise to the claim, subject to the limitation contained in Section 6.1. The Client agrees that it will not allege that this remedy fails its essential purpose. The Client shall give Company written notice within one (1) year of obtaining knowledge of the occurrence of any claim or cause of action which the Client believes that it has, or may seek to assert or allege, against Company, whether such claim is based in law or equity, arising under or related to this Agreement or to the transactions contemplated hereby, or any act or omission to act by Company with respect hereto. If the Client fails to give such notice to Company, the Client shall be deemed to have waived, and shall be forever barred from bringing or asserting such claim or cause of action in any suit, action or proceeding.

6.3 Each of the Client and Company recognizes and agrees that the obligations of the other under this Agreement does not and shall not constitute personal obligations of any of the officers, directors, members, employees, agents, advisors, beneficiaries, managers, partners, or affiliates of such party (the "Ownership Parties"), and the Client and Company agree that neither shall bring any claim against or assert any personal liability on the part of any Ownership Parties, and shall look solely to the Client or Company, as applicable, for satisfaction of any claim under this Agreement.

7. *Third Party Claims; No Liability of Company*

To the maximum extent permitted by law, the Client agrees that Company, the Ownership Parties, and any subcontractors shall not be liable for any claims, demands, actions, fines, penalties, liabilities, losses, taxes, damages, injuries and expenses (including, without limitation, reasonable attorneys' fees and consultants' fees and costs) (collectively, "Damages") in any manner related to or arising out this Agreement or resulting from the use by any of Company, the Ownership Parties, any subcontractors or Client, in connection with providing the Services, of any materials or images furnished by the Client. The Client represents that to the best of its knowledge, no materials, information or images delivered by the Client to Company in connection with this Agreement is subject to any claims of infringement.

8. *Assignment*

This Agreement shall be binding upon and inure to the benefit of the Client and Company and their respective successors, and permitted assignees. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

9. *Termination*

At any time during the Initial Term, either party may terminate this Agreement by mailing to the other party at the address set forth in Section 11 at least thirty (30) days prior written notice of such termination, or in the case of a Renewal Term, at least ten (10) days prior written notice of such termination. In the event termination is by the Client, Company shall be paid for the Services rendered and expenses incurred through the date of termination. The

provisions of Sections 5, 6, and 7 shall survive the expiration or termination of this Agreement for any reason.

10. *Independent Contractor*

The parties acknowledge and agree that Company is, and will remain, an independent contractor of Client and not an employee, joint venturer or agent of Client.

11. *Notices*

Any notices delivered pursuant to this Agreement shall be given by personal delivery, overnight courier or certified mail, return receipt requested, postage prepaid, at the following addresses, or such other address as designated in a writing to the other party:

Company: McCaulley&Company LLC
20852 Endsley Avenue
Rocky River, Ohio 44116
Attention: Justin R. McCaulley

Client: City of Lakewood
12650 Detroit Avenue
Lakewood, Ohio 44107
Attention: Mayor Michael Summers

Notices will be considered delivered (i) on the day of personal or electronic delivery, (ii) one business day after deposit with an overnight carrier, and (iii) three business days after deposited with the U.S. Postal Service.

12. *Entire Agreement*

This Agreement sets forth the entire agreement between the parties, and fully supersedes any and all prior agreements and understandings between the parties pertaining to the subject matter of this Agreement.

13. *Amendments*

This Agreement shall not be modified, in whole or in part, except by a written agreement signed by Company and the Client.

14. *Governing Law*

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to principles of conflict of law.

15. *Severability*

If any provision of this Agreement is held by a court or arbitrator with jurisdiction over this Agreement to be void or unenforceable in whole or in part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provisions.


16. *Counterparts*

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

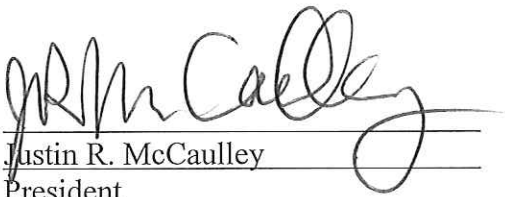
[Remainder of page intentionally left blank. Next page is signature page.]

IN WITNESS WHEREOF the undersigned have duly executed this Agreement as of the date first above written.

CITY OF LAKEWOOD

By: 
Name: ~~Michael P. Summers~~ Kevin M. Butler
Title: ~~Mayor~~ Acting Mayor 8/6/18

MCCAULLEY & COMPANY LLC

By: 
Name: Justin R. McCaulley
Title: President

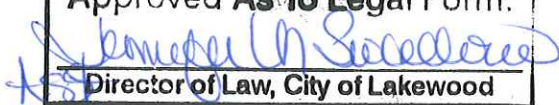
Approved As To Legal Form:

Director of Law, City of Lakewood

EXHIBIT A

Scope of Services

McCaulley&Company will provide the City of Lakewood with following scope of services.

Intelligence Gathering

McCaulley&Company will support the City of Lakewood in identifying allies, opponents, relevant government agencies, and their processes, timelines, and goals. The outcome of intelligence gathering for this initiative will be increased and improved strategic awareness of political and policy opportunities for and threats to the City's operations and goals.

Relationship Development

McCaulley&Company will provide the City of Lakewood with relationship development support. McCaulley&Company will prioritize and engage decision-makers and decision-influencers among the organizations and agencies identified in the intelligence gathering process. Through a careful, regular process of listening, educating, and highlighting aligned priorities, McCaulley&Company will help the City of Lakewood to develop a role as trusted partner and advisor to decision-makers and decision-influencers, including the following, among others:

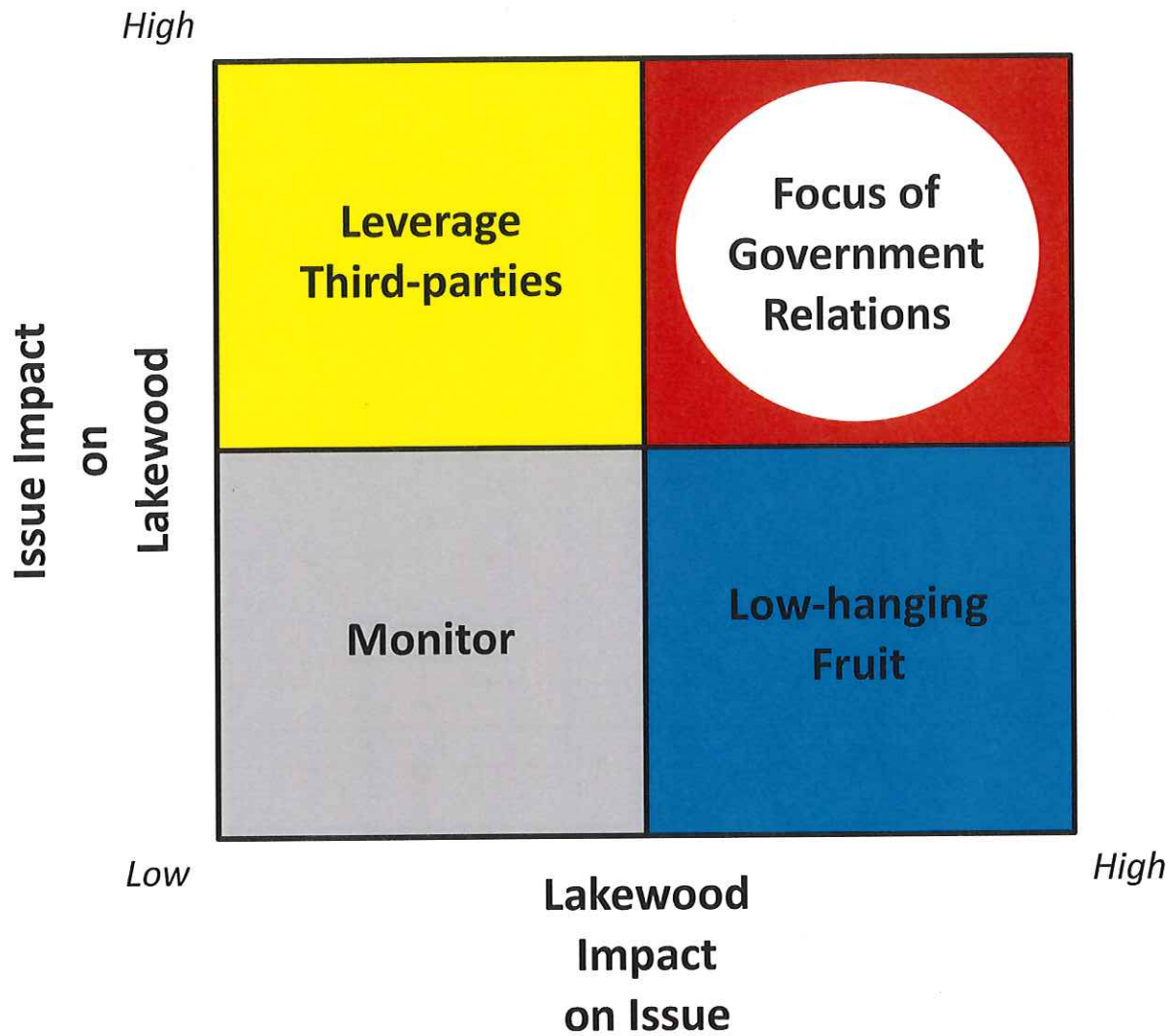
- Ohio Development Services Agency
- Ohio Environmental Protection Agency
- Northeast Ohio Areawide Coordinating Agency
- Cuyahoga County Department of Development
- Federal Emergency Management Administration
- U.S. Department of Energy
- U.S. Environmental Protection Agency
- U.S. Department of Health & Human Services
- U.S. Department of Transportation

The outcome of relationship development in this initiative will be increased and improved alignment with decision-makers and decision-influencers.

Government Relations

McCaulley&Company will advocate the City of Lakewood's position on priority legislation, regulation, and program office policy (see Figure 1 below). This prioritized portfolio of policy will result from the City of Lakewood and McCaulley&Company analyzing the issue's impact on the City's operations and strategic goals versus the City's ability to impact the issue. Leveraging the intelligence gathering and relationship development products of this initiative, McCaulley&Company will increase and improve the City's influence on legislation, regulation, and program content.

Figure 1. Impact Window



Work Plan

McCaulley&Company would partner with the City of Lakewood to increase, improve, and accelerate outcomes in intelligence, relationships, and policy. The two organizations would accomplish this together in the following fashion:

- McCaulley&Company reviews the City's budget and strategic plan documents
- McCaulley&Company distills a prioritized list of City of Lakewood goals related to policy and programs
- City of Lakewood reviews and confirms the prioritized list
- McCaulley&Company strategy and approaches for the prioritized list of policy and programs

- McCaulley&Company plots the strategies on a timeline acknowledging deadlines and other factors
- McCaulley&Company coordinates with the mayor's office to engage department managers and other necessary community partners
- McCaulley&Company arranges meetings with decision-makers and decision-influencers to introduce the City of Lakewood's perspective, to gather intelligence about the policy and programs, and advocate the City of Lakewood's position

To support this government relations strategy, McCaulley&Company would program a steady drumbeat of meetings with agency and elected officials at the regional, state, and federal levels. This will elevate the stature of the City of Lakewood to be a leading voice on topics relevant to both the City and the funding program managers. These meetings would have the dual benefit of establishing the City of Lakewood as a trusted partner staffed with professionals and allow for intelligence gathering that would not be available otherwise. These meetings would occur quarterly, at minimum, and the regularity of updating government officials will produce a trusting relationship.